Rajasthan Civil Judge (Mains) 2017

Law Paper I · compulsory paper

Time: 3 Hours · Maximum Marks: 100 · 24 questions: Questions 1 to 3 carry 2 marks each, 4 to 7 carry 3 marks each, 8 to 19 carry 4 marks each, 20 to 23 carry 6 marks each, Question 24 carries 10 marks

Instructions to the candidates

1. Write the required particulars only on the flap provided on the top of "Question Paper-cum-Answer Book"; and not at any other place.

2. Do not write any mark of identity inside the "Question Paper-cum-Answer Book" (including paper for rough work) i.e. Roll No., Name, Address, Mobile No./Telephone No., Name of God etc. or any irrelevant word other than the answer of question. Such act will be treated as unfair means. In such a case his candidature shall be rejected for the entire examination.

3. A candidate found creating disturbance at the examination centre or misbehaving with Invigilating Staff or cheating will render him liable for disqualification. He shall also be liable for penal action under The Rajasthan Public Examination (Prevention of Unfair Means) Act, 1992.

4. The number of questions and their marks are indicated in the "Question Paper-cum-Answer Book".

5. The answers of the questions should strictly be written in the space provided below question and not elsewhere, otherwise, such answer shall not be assessed by the examiner.

6. The candidate should write the answers in the provided space. No Supplementary Answer Book shall be provided in any case.

7. Specify an option of language Hindi or English, by ticking in box of "Medium of Answer" on the flap and answer in the same opted language.

8. In any question, if there is any discrepancy in English & Hindi versions, the English version is to be treated as standard.

9. In case the "Question Paper-cum-Answer Book" is torn or not printed properly, bring it to the notice of Invigilator for change or direction, at earliest otherwise the candidates will be liable for that.

10. Possession of any type of electronic device is strictly prohibited in the Examination Hall.

Note: Attempt all questions. Marks of each question are mentioned against the question.

1. A person, who creates resistance in execution of a decree, what remedies are available to decree holder against such person? [2 marks]

2. Explain the circumstances, in which subsequent pleading (rejoinder) may be filed. Is there any limitation provided in law for filing subsequent pleading? [2 marks]

3. Under the provisions of Specific Relief Act, 1963, what remedies are available to a person dispossessed from the immovable property, Explain. [2 marks]

4. Describe the pre-requisites for filing suit against the municipality or its officers under the Rajasthan Municipality Act, 2009. [3 marks]

5. Explain the prohibitions imposed on Civil Courts under section 305 of the Rajasthan Municipality Act, 2009. [3 marks]

6. Identify the kind of following easement: [3 marks]
a. A right of way annexed to "A's house over "B's land.
b. A right annexed to "A's house to prevent "B" from building on his own land.
c. A right annexed to "B's house to receive light by the windows without obstructions by his neighbor "A".

7. Hindu male "A", to enter into marriage with a Hindu female "B" on 10.03.2017. "C", a Christian lady, files a suit for permanent injunction to restrain "A" from said marriage, on the ground that "A" had already married with "C" on 22.08.2016 in a temple as per the Hindu rituals. As she is a legally wedded so "A" has no right to marry again.
Whether, "C" is entitled to get injunction? Give answer applying relevant provisions of Hindu Marriage Act, 1955. [3 marks]

8. What is "Privileged Communication" under Indian Evidence Act? Describe its kinds, in brief. [4 marks]

9. Section 45 and 73 of Indian Evidence Act are complementary to each other. Discuss. [4 marks]

10. Distinguish "Invalid Decree" and "Void Decree". Whether a void decree can be challenged in collateral proceedings, explain. [4 marks]

11. "A" filed a criminal Complaint against "B" for robbery. "A" and "B" enter in to an agreement whereby, "A" agrees to withdraw the prosecution on "B's promise to give value of the stolen property. Is this agreement enforceable? Answer with reasons. [4 marks]

12. After retirement of a partner, a partnership firm took loan from bank and failed to repay it. The bank filed recovery suit wherein the retired partner was also impleaded as one of the defendants. The bank stated, that retirement of the partner was not disclosed to the bank and impression was given that he continues to be a partner.
The defence of the retire partner was that since, he had retired, could not be made liable and there was no basis for the bank to presume that he continued to be a partner. He did not sign any document when loan was advanced to the firm.
Whether the retired partner would be liable? Decide in the light of the provisions of the Indian Partnership Act. [4 marks]

13. Distinguish the forms of marriage "BATIL" and "FASID" under Muslim Law. [4 marks]

14. A woman, during her live-in-relationship with a man, subjected to Domestic Violence. Can such woman get remedy under the Protection of Women from Domestic Violence Act, 2005?
Answer with support of judgment of Hon'ble Supreme Court. [4 marks]

15. Define the followings under Rajasthan Stamps Act: [4 marks]
a. Leave and Licence
b. Sea Policy

16. The plaintiff, on 15.07.2015 instituted a suit for recovery of money for price of goods sold to the defendant. It was pleaded that the goods were sold vide invoice dated 15.04.2012. The defendant had given a cheque on 06.05.2015 for the invoice amount. The said cheque was returned unpaid by bank on 13.05.2015.

The defendant filed written statement and raised preliminary objection that the suit is barred by Limitation. The Court framed preliminary issue of Law that "As to whether the suit is barred by Limitation"
Decide the issue with support of relevant law. [4 marks]

17. The application of the plaintiff under Order XXXIX rule 1 and 2 of the CPC, was rejected by the trial court on 10.01.2017. The plaintiff preferred an appeal against the order. However, the appeal was dismissed as withdrawn. The plaintiff, thereafter, applied to the trial court to review the rejection order dated 10.01.2017.
The defendant raised a preliminary objection that since, the appeal has been dismissed as withdrawn, hence, the review application is not maintainable.
Decide the preliminary objection. [4 marks]

18. A suit for eviction was filed by plaintiff along with all original documents against defendant on 10.01.2010. The defendant filed written statement on 12.01.2012 along with original lease deed dated 10.01.1986, issued by competent authority in favor of his grandfather. Issues were framed on 10.08.2014 and plaintiff concluded his evidence on 01.01.2016. During his evidence on 10.01.2017, the defendant exhibited the original lease deed. At the time of final argument, the defendant requested to draw presumption under section 90 of Evidence Act, with regard to original lease deed. Per contra, the plaintiff argued that since, on the dates of, filing of suit, filing of written statement and framing of issues, the document was not 30 years old, therefore, such presumption cannot be drawn under section 90.
Express your opinion with reason upon the arguments of both the parties. [4 marks]

19. On what basis, court fees shall be computed and payable in cases of suits for specific performance of contract under the provision of the Rajasthan Court Fees and Suits Valuation Act, 1961? Explain. [4 marks]

20. Doctrine of Part performance, provided in section 53-A of Transfer of Property Act, is a right as well as defence. Discuss. [6 marks]

21. Stating "TALAK" three times, is a valid form of Divorce under Muslim Law? Discuss in the light of recent judgment of Hon'ble Apex Court. [6 marks]

22. Do you think that the Hindu Succession (Amendment) Act, 2005, has removed the gender discrepancy and Hindu female have equal rights to property. Discuss. [6 marks]

23. In which lands, Khatedari rights shall not accrue under Rajasthan Tenancy Act, explain. [6 marks]

24. Write a reasoned judgment on the following facts:

Pleadings of the Suit

Plaintiff and defendant are familiar to each other. On 17.07.2014, for the sake of personal necessity, the defendant borrowed Rs. 187690/- from the plaintiff and agreed to return the money after one year with 20% annual rate of interest and accordingly a written agreement was executed. After stipulated period, despite demand, defendant did not return the principal amount and interest thereon. Plaintiff sought decree for Rs. 256115/- along with suit expenses and interest till realization of the amount.

Pleading of the Written Statement

The defendant categorically denied the pleadings in the plaint and also denied the execution of agreement. The defendant pleaded that the alleged borrowed amount is in odd figure. Ordinarily amount is not borrowed in odd figure. This fact itself makes claim highly doubtful. It is also pleaded

that the defendant constructed the plaintiff's house and payment of which is still due towards the plaintiff. The plaintiff does not want to pay the due amount, therefore, he has filed false case against him. He prayed to dismiss the suit with heavy costs. [10 marks]

De Facto IAS